Joint District School Board v. *Kelly*, [1914] A. C. 667, 675; BIRRELL, EMPLOYER'S LIABILITY, 83; Jeremiah Smith, "Sequel to Workmen's Compensation Acts," 27 HARV. L. REV. 235. Their true nature is to be discovered only from an examination of the statutes. The intention of the statutes was to throw on industry the cost of personal injury to workmen, on the theory that this cost is properly a part of the cost of production. See *Borgnis* v. *Falk Co.*, 147 Wis. 327, 374, 133 N. W. 209, 224; Wambaugh, "Workmen's Compensation Acts," 25 HARV. L. REV. 129, 130. See also 28 HARV. L. REV. 307. This being so, the payments, although the liability is contingent, are nevertheless to be classed as operating expenses, whether they are further classed as wages, or insurance, or a combination of the two, or enforced pensions, or taxes, or something given in lieu of wages. They should, therefore, be continued by the receiver. In the actual case this result was the more easily reached because of an unusual provision in the statute, that the payments shall go on while the business is being conducted during bankruptcy or insolvency. See N. J. P. L. 1911, 136.

MORTGAGES — FORECLOSURE UNDER POWER OF SALE — BILL FOR REDEMPTION — SALE PENDING BILL. — During pendency of a bill in the alternative, asking for cancellation because full payment except for usurious interest had been made, or for redemption, the mortgagee foreclosed under a power of sale. *Held*, that the exercise of the power of sale is subject to the equity of the bill. *Carroll* v. *Henderson*, 68 So. 1 (Ala.).

It is often urged that the filing of a bill to redeem will not suspend the power of sale since it would be giving the mortgagor a power to suspend or qualify the contractual right he has vested in the mortgagee, without the mortgagee's consent. *Stevens* v. *Shannahan*, 160 Ill. 330, 43 N. E. 350; 2 JONES, MORTGAGES, § 1906. See dissent in the principal case. It is clear, however, that the jurisdiction of equity to relieve against forfeitures in mortgages is always in substance a question of varying the agreement of the parties. 1 POMEROY, EQUITY JURISPRUDENCE, § 162. The power of sale in mortgages is undoubtedly an attempt to avoid the interference of the chancellor. 2 JONES, MORTGAGES, § 1764. Equity, however, is not completely ousted of its jurisdiction and should prevent an inequitable exercise of the power. Thus in the principal case it is no hardship on the mortgagee to suspend his power of sale "subject to the equity of the bill" since the sale will be invalid only in case the bill shows that it would be inequitable for him to exercise the power. *Ryan* v. *Newcomb*, 125 Ill. 91, 16 N. E. 878. *National Building & Loan Ass'n* v. *Cheatham*, 137 Ala. 395, 34 So. 383.

NEGLIGENCE — PROOF OF NEGLIGENCE — *RES IPSA LOQUITUR*. — The plaintiff while passing along the sidewalk was hit by a board falling from the defendant's house. He showed by his evidence that the board had been loose a long time and just why it fell. *Held*, that it was reversible error to give him the benefit of the "presumption" arising from the doctrine of *res ipsa loquitur*. *McAnany* v. *Shipley*, 176 S. W. 1079 (Kansas City Ct. of App., Mo.).

The doctrine of *res ipsa loquitur* is generally spoken of as warranting a "presumption" of negligence. *Byrne* v. *Boadle*, 2 H. & C. 722; *Price* v. *Metropolitan St. Ry. Co.*, 220 Mo. 435, 456, 119 S. W. 932, 936; 4 WIGMORE, EVIDENCE, § 2509. By this is meant nothing more than that the facts of the injury are sufficient to warrant an inference of negligence, but not that the jury is required to draw one. *Palmer Brick Co.* v. *Chenall*, 119 Ga. 837, 842, 47 S. E. 329, 330. See 2 CHAMBERLAYNE, EVIDENCE, §§ 1026, 1027. The doctrine is simply one of the quantity of circumstantial evidence required to enable the plaintiff to go to the jury. See 20 HARV. L. REV. 228, 229. The facts of the principal case clearly justify the application of the doctrine. *Kearney* v. *London, etc. Ry. Co.*, L. R. 5 Q. B. 411, L. R. 6 Q. B. 759. That the plaintiff showed